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SPECIFIC PERFORMANCE—SHARES OF STOCK.—A contract for stock the value of which can be readily ascertained is, in *Ryan* v. *McLain* (Md.), 50 L. R. A. 501, refused enforcement in equity, in the absence of any particular reasons why the purchaser should have the particular stock contracted for, especially when the enforcement would not be equitable, and the contract was made to place the corporation in plaintiff's control. All the other authorities on the specific performance of contract for sale of stock in a corporation are discussed in a note to this case.

MALICIOUS ERECTION OF FENCE—PROHIBITORY LEGISLATION.—An unsightly high board fence maliciously erected on one's own property in such a way as to obstruct the light, air, and view of a neighbor, is held, in *Metzger* v. *Hochrein* (Wis.), 50 L. R. A. 305, to be a lawful structure, notwithstanding the malice, and this is in accord with the majority of the decisions, as shown by a note in 40 L. R. A. 177. But a statute making it unlawful to build such structures is shown by such note, and also by the recent case of *Karasek* v. *Peier* (Wash.), 50 L. R. A. 345, to be within the power of the legislature.

FELLOW SERVANTS—COMMON EMPLOYMENT.—The liability of the employer for thê death of a workman in a smelting factory, who fell into a pit the cover from which had been removed by other workmen during a recess for lunch, is denied in *Sofield* v. *Guggenheim Smelting Co.* (N. J.), 50 L. R. A. 417, on the ground that the negligence in failing to replace the covering was the negligence of co-servants in the common employment. With this case is a note of great length on the question, What servants are deemed to be in the same common employment at common law, where no questions arise as to vice-principalship?

NON-RESIDENT PLAINTIFFS — PERSONAL JUDGEMENT ON COUNTER-CLAIM, WITHOUT SERVICE OF PROCESS.—In an action by non-residents, defendant interposed a counter claim larger than the plaintiffs' demand. On exception to the counter-claim, on the ground that plaintiffs were non-residents and had not been legally cited to answer the cross action, and hence not liable to a personal judgment, it was *Held*, That by bringing the action plaintiffs brought themselves within the jurisdiction of the court as to all matters which could legally be determined in that suit—*Andrews* v. *Whitehead* (Tex.), 60 S. W. 800.

NEGATIVES—ENGRAVED PLATES—OWNERSHIP AS BETWEEN MAKER AND CUSTOMER.—An engraver who takes separate contracts to make dies from photographs, and print pamphlets containing cuts from them is, in *Levyeau* v. *Clements* (Mass.), 50 L. R. A. 397, held to have no right to use them in pamphlets for advertising his own business, and, where he does so and the pamphlets are delivered to the employer by mistake, the engraver is denied the right to compel their return or any payment for them. With this case there is annotation on the question of the use of negatives or engraved plates without the consent of the party who has paid for making them.